

Implementation of sharia aqad at Bank Syariah Indonesia Malang

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ABSTRACT

Finance is one of the most important elements in life. The financial aspect is always present in various aspects of our lives, starting from health aspects, meeting daily needs, trading, there are always transactions involving money in it. From this, banking needs to be present in our lives, especially for the economy. In general, there are 2 types of banking in this world, the 2 types of banking are conventional banking and Islamic banking. In this article, the author would like to review the application of fiqh aqad at Bank Syariah Indonesia especially at the Malang Suprpto branch office.

Introduction

Banking is a vital element in the movement of the world economy. Every year the movement of the economy continues to develop and grow rapidly, in which of course there are exchanges and financial flows that flow swiftly (Pratama & Segaf, 2022; Syadali et al., 2023). This is where banking's contribution is needed to regulate the circulation and management of existing money. Islam has many adherents and is spread all over the world. With a population of nearly 2 billion people, the economic movement of Muslims is very large and potential (Chan & Wahdi, 2018). With this enormous potential, it has an impact on the development of sharia-based banking service providers to meet market demand for muslims. As muslims, we are encouraged to carry out various activities, especially the economy, to follow the sunnah and existing religious law. Of course the role of islamic banking is needed in this case.

Islamic banking is often said to be superior to conventional banking. This is because Islamic banks prioritize openness and the benefit of both parties, both creditors and debtors, in conducting transactions. Of course this is different from conventional banking which clearly gives interest to debtors which is sometimes felt to be unfair. Islamic banks are here to overcome these problems. By prioritizing the benefit of customers, sharia banking provides various sharia aqad that are in accordance with religious law to meet the needs of Muslims. This will be discussed in this journal article.



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Discussion

Literature Review

Banking has related transactions in it. In carrying out a transaction, both goods and services, there must be an agreement agreed upon by both parties with known and agreed upon consequences, this is what is called a *aqad*. The *aqad* itself is a condition where in conducting a transaction a point is found that is agreed upon by the *aqad* giver and the *aqad* recipient with consequences that are known by both parties. experts also define the meaning of the *aqad*, such as :

1. Wahbah Al – Zuhaili

Akad is a bond between two things, either a "khissy" (physical/real) technical bond or a "ma'nawi" (psychic/abstract) technical bond, from one side or two sides (Hasan & Si, n.d.).

2. Prof.Dr.Syamsul Anwar

Akad is a meeting of consent and *qabul* as a statement of the will of 2 or more parties to give birth to legal consequences on the object (M. Ali Hasan, n.d.).

In particular, in Islamic economic fiqh, a *aqad* is defined as:

ارتباط اجياب بقبول على وجه مشروع يثبت أثره ف حمله

Means :

“Agreements or bonds that are determined by consent-*qobul* based on *syara'* law which have an impact on the object” (Dr.Rozalinda, M.Ag., 2019).

There are several principles that must be met so that in practice there is no confusion (M. Ali Hasan, n.d.). Some of the principles that must exist in the *aqad* are:

1. Principles of worship.
2. Trust principle.
3. Principle of binding.
4. Principles of mutual agreement.
5. The principle of freedom of *aqad*.
6. Principle of justice.

Not only the principle in conducting the *aqad*, it is necessary to fulfill the following conditions, such as:

1. The existing consent must go on and may not be revoked or canceled before *qobul* occurs.
2. *Ijab* and *qabul* must be continued.
3. Those who are made the object of the *aqad* accept the consequences.
4. The *aqad* must be one that is permitted by religious law.
5. There is a proposed object
6. The object in the *aqad* must be a real object.

The *aqad* also has pillars that make the *aqad* implemented perfectly, including the pillars of the *aqad* are :

1. Ma`qud alaih
There are goods that will be aqad or can be called object of the aqad, such as goods or objects that are sold in a sale and purchase aqad, gifts, debt or mortgage.
2. Aqid
Is a person who is in aqad or can be called the subject of the aqad.
3. Maudhu, Al-Aqid
Have the purpose and intention of carrying out the aqad.
4. Sighat Al-Aqid Sighat Al-Aqid
That is, there are consent and qabul that occur in the aqad.

The aqad has a legal basis on which this has been explained in the Al-Quran QS.Al-Maidah verse 1 which :

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُم بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُتْلَى عَلَيْكُمْ
غَيْرَ مُحِلِّي الصَّيْدِ وَأَنْتُمْ حُرْمٌ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

Means: “O believers! Honour your obligations. All grazing livestock has been made lawful to you—except what is hereby announced to you and hunting while on pilgrimage. Indeed, Allah commands what He wills”.

From this verse it can be seen that aqad law is permissible and making agreements in the contents of the aqad is an obligation. Previous fiqh scholars revealed that aqad can be divided and studied from several aspects. When viewed from its validity according to syara, the aqad is divided into 2 are (Dr.Rozalinda, M.Ag., 2019) :

1. Ghairu Sahih Aqad
It is a broken aqad because it does not meet the requirements and harmony in the aqad.
2. Sahih Aqad
A valid aqad is a perfect aqad that fulfills the criteria of pillars and conditions according to the Shari'a.

In practice, sharia banking often uses several aqads that are in accordance with Shari'a (Nofinawati, 2014) such as :

1. Tabarru Aqad
It is a aqad that performs or provides goodness by expecting a reward from Allah SWT, usually this aqad does not expect or seek profit, but only sincerely hoping for the blessing of Allah SWT.
2. Tijarah Aqad
Is a aqad that has the aim of obtaining a profit margin (profit).
3. Murabaha Aqad
Is a aqad product that provides financing for the purchase of goods, property, or other things as long as it does not violate Islamic law by clearly giving the purchase price to the buyer and the buyer pays a higher price as a profit for the investor that has been agreed upon by the debtor.

Research Methodology

The object of this research is Bank Syariah Indonesia (BSI) Suprpto Malang branch office which is located on Jl. Attorney General Suprpto No. 48, Rampal Celaket, Kec. Klojen, Malang City, East Java. The methodology used is a qualitative methodology. The data collection technique we carried out was by coming to the branch office and interviewing employees who worked at the BSI Suprpto Malang branch office and asking a number of questions that we had prepared before.

Research Result

From the interviews we conducted with informants, the following information was obtained :

Aqad at Indonesian Sharia Banks Branch Malang

For Aqad with this type of financing, Bank syariah Indonesia branch Suprpto Malang uses 4 types of aqad which are grouped into 2 namely: :

1. Depositing funds or fundraising.

Aqad that are appropriate and valid for the role of depository and fundraising are mudharabah and wadiah aqad.

a. Wadiah Aqad

It is a deposit aqad from one party to another. If it is related to Islamic banking, a wadiah aqad is an agreement to entrust the customer's money or goods to the bank by opening an account with Islamic banking or opening a deposit box which can be withdrawn at any time. (Jaya, 2020).

b. Mudharabah Aqad

Mudharabah aqad is a aqad that is commonly used in PBS (Sharia Banking) in raising funds in the form of sharia investments such as sukuk, savings, deposits and other products (Nurrachmi & Zuraidah, 2019).

2. Funding Provider

As the role of channeling funds, Bank syariah Indonesia Suprpto Malang branch uses 2 types of aqad, namely musyarakah and murabaha aqad.

a. Musyarakah aqad

Is a aqad or type of cooperation aqad carried out by 2 or more parties by contributing or donating funds from each party in conducting a business or business. In practice, Bank Syariah Indonesia Suprpto Malang branch usually provides financing to micro, small and medium businesses with several yield requirements agreed by both parties with a risk profile that is known by the debtor and creditor.

b. Murabahah aqad

It is a aqad or type of financing agreement in Islamic banking where the profits taken by the creditor are known to the debtor without being covered up and transparent. This aqad is often used at the Suprpto Malang branch office. Murabahah aqad are often used because many customers come to consult regarding the purchase of goods or property that are in accordance with sharia principles without involving interest in them. This aqad is a popular choice because it can answer these problems and provide relief to customers, especially

Muslims, because in making purchases they avoid the practice of usury which is forbidden by religion.

Bank Syariah Indonesia Funding Scheme Suprpto Malang Branch Office

In providing financing, the Suprpto Malang branch office has a scheme or flow such as:

1. The customer/prospective customer comes to the office to consult regarding the needs needed.
2. The customer is given a choice of sharia aqad according to their needs.
3. The customer completes the necessary paperwork to process funding applications such as attaching ID cards, family cards, driver's license, NPWP, salary slips, and other documents needed in applying for funds.
4. Provide valid data regarding sellers and SHM if applying for funding for purchase financing service products
5. If the requirements have been met, the bank will conduct an analysis regarding the customer's ability to finance the funds that have been provided by the bank to the customer. The bank will carry out an accurate analysis regarding the customer's ability to pay and the bank will not continue the aqad if the customer's ability is below the requested funding for the benefit of both parties.
6. If it feels appropriate to the analysis, the bank will conduct a survey regarding the goods to be financed by the bank.
7. Issuance of a financing decision letter.
8. The murabahah aqad process is carried out.
9. Disbursement of funds.

In the scheme that has been explained, the murabahah aqad occurs when after the approval process. After approval is obtained, the customer will receive a financing offer letter (SP3). In this SP3 it is explained that the customer will receive funding in accordance with the object to be purchased and the customer will also be notified of the excess costs as the bank's profit taken. In this aqad there is transparency, if the SP3 is approved by the customer the aqad will be carried out and the funds will be disbursed after the consent and qabul occur.

Business Criteria for Financing

In financing the branch office, Suprpto Malang emphasized that there were certain business restrictions on financing. The Suprpto Malang branch office of Bank Syariah Indonesia explained that only businesses that are in accordance with Islamic law and businesses that provide the benefit of the people can be financed by this branch office. Businesses that are not in accordance with Islamic law, such as nightclubs, liquor factories, and other businesses that contain serious disadvantages will not receive financing at this branch office. Specifically, the financing that can often be carried out by this branch office is financing for the micro, small and medium business sector.

Supervision on Financing with Murabahah Aqad

The murabahah aqad is a aqad that is often used at the Suprpto Malang branch office. In carrying out supervision on financing, usually when it comes to personal and

micro scale, such as purchasing property units and goods, supervision is carried out, namely by giving money after disbursement directly to the seller to avoid mark-ups and inflating funds by customers who are far from the initial agreement.

However, if the funding with this murabaha aqad includes micro and macro business financing, in practice the financing will be directly given to the debtor without direct supervision in purchasing goods or business needs, but the debtor is required to deposit proof of purchase post 2 weeks after liquid funds to creditors.

Issues at Bank Syariah Indonesia Surpato Branch

In carrying out banking activities at this branch office, there are definitely problems in practice. These problems are like the risk that funds given to customers are not returned according to the due date.

From the problems that have been explained, such as customers not wanting to return funds that have been disbursed when they are due, this is a financing risk, this can be overcome by carrying out litigation, such as upholding the 5c principle (Muchtar, 2021) such as :

1. Character
2. Capacity
3. Capital
4. Collateral
5. Condition

Conclusion

Murabaha aqad are the most widely used form of financing in financing at Indonesian Islamic banks, the Suprpto Malang branch office. Although considered to have a relatively low risk when compared to other types of financing. This murabaha aqad also faces various risks in the field and this condition needs to be well understood by all financial institutions, especially Islamic banks.

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